



Via Email Only (borden@braunhagey.com)

Engagement Letter

Matthew Borden, Attorney

BraunHagey & Borden LLP

351 California Street, 10th Floor

San Francisco, CA 94104

May 27, 2021

Re: Spectrum Scientifics v. Celestron

Engagement: Computer Forensic Services, LLC ("CFS") and 360 Security Services, LLC ("360") (jointly "360-CFS") agree to be engaged by BraunHagey & Borden LLP ("B&B") to provide digital forensic analysis, professional investigative services, and other services, as requested. 360-CFS agrees to provide services upon the return of B&B's executed copy of this agreement and any requested retainer deposit. All requests for services that are performed after the offer of this agreement signify acceptance of the entire agreement, regardless if an executed agreement and/or retainer deposit are returned to 360-CFS.

Confidentiality: 360-CFS will maintain the confidentiality of all project information B&B entrusts to the custody of 360-CFS. 360-CFS will not disclose any confidential information obtained during the course of providing services for B&B to any third party, except as may be required by law or court order. B&B will immediately provide 360-CFS with any relevant order or stipulation regarding the handling of any confidential information. Confidentiality will not survive a breach of this agreement by B&B.

Services and Pricing

General Rates: 360-CFS charges for the time dedicated to the engagement on an hourly basis. The current hourly rates are set forth as follows: 360 Investigators, \$150 per hour; Forensic Analysts,

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\$325 per hour; Mark Lanterman, \$425 per hour. The stated rates also apply to work performed outside of CFS' offices, including travel time, and internal peer review of work product.

Project Specific Pricing: 360-CFS will charge a not-to-exceed cost for document scanning services of \$0.20 per page. Additionally, 360-CFS will charge a flat fee of \$300 for the secure transfer of documents and hard drives from the storage facility to 360-CFS's office.

Preservation Fees: CFS charges a flat fee for the forensic preservation of digital media/electronic devices. Preservation includes the creation of a proprietary forensically sound bit-stream forensic image, and verification. The flat fee amount is dependent upon the media type and size. A brief listing of current preservation rates are as follows: for computer/laptop hard drives, \$300-\$750 per device, and for mobile devices (smartphones, tablets, etc.), \$575 per device.

Data Hosting: A monthly data hosting fee is assessed to the engagement. The data hosting fee is calculated based on the volume of data created by or provided to 360-CFS, to include forensic images. The current data hosting rate is \$3.45 per GB of data per month. Data hosting charges will accrue immediately upon creation or receipt of project data. Data hosting may be terminated at any time after the start of data hosting invoicing. Termination is only effective if received in writing. All unpaid data hosting charges are due immediately upon termination. B&B understands and agrees to pay all data hosting charges.

Testimony: Oral testimony, written reports, affidavits, letters, and other expert witness services are provided at the following rates: 360, \$425 per hour; CFS, \$625 per hour. A minimum reservation charge of 8-hours will be assessed for deposition and testimony preparation, and appearance. A minimum reservation charge will not apply for other expert witness services. 360-CFS requires a 5-day notice of cancellation for performance of any and all requested or reserved expert witness services.

Expedited Rates: In situations where work requests must be expedited, or performed outside of 360-CFS' normal business hours (M-F, 9AM-5PM CST), including holidays and weekends, 360-CFS will charge 1.5x the applicable hourly rate.

Expenses: B&B acknowledges 360-CFS may advance reasonable and necessary out-of-pocket expenses required for the completion of the project. B&B will pay all such reasonable and necessary out-of-pocket expenses incurred by 360-CFS to complete the project.

General Terms and Conditions

Estimates: B&B acknowledges that the nature of the work performed by 360-CFS is complex and time consuming, and that any cost estimate, retainer or quote furnished by 360-CFS is not a cap on the amount B&B may be charged for the project.

Invoices: 360-CFS will periodically submit invoices to B&B for any and all services performed or costs incurred on the project. 360-CFS reserves the right to withhold all productions until after payment for services is received. 360-CFS invoices are due upon receipt. 360-CFS must be notified in writing of any and all disputes regarding an invoice within 15 days of the date of the disputed invoice. 360-CFS billing records are the default record establishing an invoice. B&B acknowledges that if no disputative writing is received by 360-CFS within the 15-day period then all amounts under an invoice are due and owed to 360-CFS.

Late Payment/Non-payment: Invoices not paid promptly are subject to a late fee of 1.8% of the amount of the invoice per month for each month the invoice remains unpaid. 360-CFS reserves the right to cease work on the project or any other project on which 360-CFS is providing services to B&B if an invoice remains unpaid for a period of 30 days. 360-CFS reserves the right to withdraw from this engagement if its invoices remain unpaid for a period of 45 days. 360-CFS reserves the right to declare as abandoned any and all data and devices a customer has placed in our custody for a period greater than 60 days.

Authority to Submit Data and Indemnification: B&B acknowledges its authority to submit data, materials, equipment, or information to 360-CFS. 360-CFS will exercise necessary care to secure and protect from physical damage or destruction the data, materials, equipment and information provided by B&B. B&B agrees to hold harmless and indemnify 360-CFS, its officers, its employees and agents for any and all claims of physical damage or destruction of any and all data, materials, equipment and information provided to 360-CFS by B&B except if such claim is due to the gross negligence of 360-CFS.

Conflicts and Arbitration: 360-CFS reserves the right to withdraw from this engagement if there is a material disagreement between 360-CFS and B&B relating to 360-CFS's services. Any controversy, claim, or dispute arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, or relating otherwise to the firm's representation of Client, including the determination of the scope, jurisdiction or applicability of this agreement to arbitrate, shall be determined through binding arbitration in Minnesota by a sole arbitrator. The prevailing party in any arbitration or litigation will be entitled to recover all attorneys' fees (including if 360-CFS is the prevailing party, the value of the time of all professionals of our firm who perform services in

connection with the dispute, computed at their normal billing rates), all experts' fees and expenses and all costs (whether or not these costs would be recoverable under the Minnesota Code of Civil Procedure or other applicable law) that may be incurred in obtaining or collecting any judgment and/or arbitration award, in addition to any other relief to which that party may be entitled. In agreeing to binding arbitration, B&B and 360-CFS voluntarily relinquish important constitutional rights to trial by judge or jury, as well as rights to appeal. B&B is advised that it has the right to have an independent lawyer of its choice review this arbitration provision, and this entire Agreement, prior to signing this Agreement. B&B agrees that, any and all damages sought against 360-CFS are solely limited to any amounts paid to 360-CFS by B&B on the particular matter out of which the dispute has arisen.

No Attorney-Client Relationship: During the course of the engagement B&B may work with licensed attorneys who are employees of 360-CFS. All material or oral representations that are provided by 360-CFS are for information purposes only and do not constitute legal advice. B&B understands that this agreement does not create an attorney-client relationship, nor provide a substitute for obtaining legal advice from a qualified attorney.

Superseding Agreement: This agreement is the entire engagement agreement between 360-CFS and BraunHagey & Borden LLP. The parties will abide by the prices, terms and conditions set out in this agreement. This agreement supersedes all other oral and written agreements between the parties regarding this project. This agreement can only be modified in writing.

Signatures

Please acknowledge by signature in the space provided below that the foregoing accurately sets forth the prices, terms and conditions, of our agreement.

This Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

Computer Forensic Services, LLC



Mark Lanterman, Chief Technology Officer

Date: 6/1/2021

BraunHagey & Borden LLP

Matt Borden

Matthew Borden, Attorney

Date: 6/1/2021

360 Security Services, LLC

A handwritten signature in black ink, appearing to read 'M Olson', with a long horizontal flourish extending to the right.

Michael Olson, Chief Executive Officer

Date: 6/1/2021